



# Direct Debit Service Agreement



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## Direct Debit Service Agreement

This is your Direct Debit Request Service Request Agreement with Real SIM Pty Ltd (ABN 12 133 257 342) (Agreement). It sets out your obligations in undertaking a direct debit arrangement with us. The Agreement forms part of the terms and conditions of your direct debit request.

### 1. Definitions

- *account* means the account held at your financial institution from which we are authorised to *arrange* for funds to be debited.
- *business day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- *debit day* means the day that payment by you to Vodafone is due.
- *debit payment* means a particular transaction where a debit is made.
- *direct debit request* means the written, verbal or online request between you and Vodafone to debit funds from your nominated account.
- *your financial institution* is the financial institution where you hold the account that you have authorised us to arrange to debit.
- *we, us* and *our* means Real SIM Pty Ltd ABN 12 133 257 342.

### 2. Debiting your account

2.1. By written, verbal or online request you have authorised us (RealSIM) to arrange for funds to be debited from your account through the Bulk Electronic System (BECS).

2.2. We will only arrange for funds to be debited from your account if we have sent to the address/e-mail address nominated by you, a billing advice which specifies the amount payable by you to us and when it is due. The due date will be at least 14 days after the date your bill was sent to you. Where the due date falls on a non-business day, we will draw the amount on the next business day.



2.3. We will continue to rely on your authority to directly debit the amount of each bill from your nominated account until you advise us of any changes to the arrangements. We reserve the right to cancel the direct debit request if one or more drawings are returned unpaid by your nominated financial institution and to arrange with you an alternate payment method.

2.4. If a company utilizing a corporate account - You warrant and represent that you are an authorized representative of the Company and able to enter into this Direct Debit Request on behalf of the Company.

### **3. Changes by us**

3.1. We may vary any details of this Agreement or a direct debit request at any time by giving you at least fourteen (14) days' notice.

### **4. Changes by you**

4.1. Subject to 4.2, you may change or cancel the arrangements under a direct debit request by contacting us at least 2 business days before your payment due date calling us on (07) 30717447 from any phone (local call rate applies) or email [admin@RealSIM.com.au](mailto:admin@RealSIM.com.au). You can also contact your financial institution at least 5 business days before your payment due date if you wish to stop a direct debit payment.

4.2. If you cancel your direct debit request through your financial institution without notifying us or providing us with an alternative means of payment, additional charges may apply. Refer to Section 8 of RealSIM's Standard Form of Agreement for further details of these charges.



## 5. Your obligations

- 5.1. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made.
  
- 5.2. If there are insufficient clear funds in your account:
  - a) you may be charged a fee and/or interest by your financial institution;
  - b) you may also incur fees or charges imposed or incurred by us; and
  - c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
  
- 5.3. You are responsible for checking that all billing information provided to you is correct before the associated direct debit transaction occurs. You should also check your account statement to verify that the amounts debited from your account are correct.

## 6. Dispute

- 6.1. If you believe that there has been an error in debiting your account you should notify us directly on (07) 30717447 from any phone (local call rate applies) or email [admin@RealSIM.com.au](mailto:admin@RealSIM.com.au).
  
- 6.2. Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still lodge a direct debit claim through your financial institution.



## 7. Accounts

- 7.1. You should check:
- a) with your financial institution whether direct debiting is available from your account; and
  - b) your account details which you have provided to us are correct.

## 8. Confidentiality

- 8.1. We will make reasonable efforts to keep any such information that we have about you confidential and secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorized use, modification, reproduction or disclosure of that information.
- 8.2. We will only disclose information that we have about you:
- a) to the extent specifically required by law; or
  - b) for the purposes of this Agreement (including disclosing information in connection with any query or claim).

## 9. Notice

- 9.1. If you wish to notify us about anything relating to this Agreement you should contact us on (07) 30717447 from any phone (local call rate applies) or email [admin@RealSIM.com.au](mailto:admin@RealSIM.com.au).
- 9.2. We will notify you by sending a bill advice to the address/e-mail address you have given us.
- 9.3. Any notice will be deemed to have been received two business days after it is posted/sent.